

GREENWICH PUBLIC SCHOOLS
Purchasing Department
290 Greenwich Avenue
Greenwich, Connecticut 06830
(203) 625-7411
Fax (203) 625-7677

EUGENE H. WATTS
Senior Buyer

September 16, 2016

Dear Sir/Madam:

You are invited to submit a RFP for a Master Plan Facilities Consultant for Greenwich Public Schools for the 2016/2017 school year. The attached RFP specifications detail our requirements.

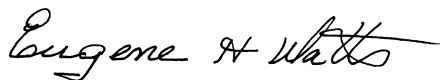
Proposals must be submitted on the schedule form attached hereto. Each proposal must be submitted with one (1) original, five (5) copies, and one (1) electronic copy (USB Flash Drive) of the proposal. Proposers must submit proposals in a clear, concise and legible manner so as to permit proper evaluation of responsive proposals.

Faxed proposals will not be accepted. The proposals must be in a sealed envelope plainly marked:

MASTER PLAN FACILITIES CONSULTANT RFP
OPENING DATE: 10/11/16
OPENING TIME: 11:00 A.M.
RFP NUMBER: 2110-16

Sealed RFP's for supplying the above will be received by the Purchasing Department, at the above address until 11:00 a.m. on October 11, 2016 at which time they will be opened. All proposers and other interested people are invited to be present at the opening of these proposals.

Very truly yours,



Eugene H. Watts

Greenwich Public Schools
290 Greenwich Avenue
Greenwich, Connecticut

MASTER PLAN FACILITIES CONSULTANT RFP

**OPENING DATE: 10/11/16
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RFP NUMBER: 2110-16**

1. **PURPOSE**

The Greenwich Public Schools are seeking proposal to provide consulting services to prepare a Master Plan to serve as a tool in guiding the District in planning the facilities for the next 15 years. The plan will address District long and short term goals and reflect the needs of the school community. The results of the Master Plan will be used to assist the Greenwich Public School's ranking of priorities and considerations in identifying future facility investments and improvements

2. **BACKGROUND**

The Town of Greenwich, CT, is about 30 miles from New York City and has a population of about 62,000 people. Our fifteen public schools have a current enrollment of 9,000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), and one comprehensive high school (9-12). The district also offers some Pre-K and an Alternative High School programs. Employees for the system include approximately 900 certified staff and 440 classified staff.

3. **SCOPE**

Community Outreach:

The scope of services will include individual school meetings with the community and the staff at each of the District's fifteen school sites to identify key issues related to the school facilities. The consultant should be prepared to facilitate these meetings, collect and document input from the participants. The consultant will also meet with District staff to review the requirements of the District's administrative and maintenance facilities. The consultant shall also propose additional methods (e.g. interviews, surveys, and focus groups) to gather information and a schedule to obtain additional community input regarding school facilities.

Develop Education Specifications:

Based on the District's Educational Program and input from the community and staff, develop educational specifications detailing the facilities needs for each grade configuration within the District.

Demographics and Enrollment Projections:

The consultant will contract for and review the results of a yet to be completed study of housing markets with the District and the enrollment projections for the current attendance area for 3, 5 and 10 year periods. This demographic study is expected to be completed by June 30, 2017. The consultant will review these findings and recommend existing school

site sizes and current and future school site and sizes to accommodate the projections.

Capacity and Utilization Study:

The consultant will contract for and review the results of the school site capacity study, including a full facilities inventory, including all outdoor spaces (e.g. playgrounds, playing fields, track, Cardinal Stadium), along with established State and local standards. The consultant shall utilize the results of this study which should be completed by June 30, 2017. The consultant shall utilize the results of the demographic study and in conjunction with the capacity study will provide recommendations regarding maximum site sizes, possible school additions or new sites as well as a review of current enrollment by school. The consultant may recommend the future use of schools currently under operation.

Facilities Equity Study:

The consultant will analyze and compare teaching and support spaces between the existing school sites by grade configuration. These findings will be compared with educational specifications to determine the need for changes or additions in facilities and spaces necessary to accommodate the instructional program.

Facilities Needs Assessment and Maintenance Schedules:

The consultant shall prepare a digital database of all existing District properties including location, land area, site improvements, square footage by use and specialized facilities. The consultant will use the database to review all existing facilities in detail to determine the need for repair and upgrades. The consultant shall identify items that were either deferred or deleted. The consultant will develop the current 15-year facilities Capital Improvement Plan and will consult with and work closely with the District's Facilities Department and site administration. The consultant will also work closely with the appropriate staff and incorporate the districts security and technology plans. The findings will include a detailed list of the needs for upgrades, changes and additions to the facilities on each school site and District facilities, including schedules of regular and deferred maintenance needs.

Cost Estimates:

The consultant will identify and project all costs associated with the recommended facility additions and improvements. The selected consultant will work with the District to identify the source of these estimates and the construction cost escalation that may be applied for projected facilities, additions, upgrades and renovations.

Financing Plan:

The consultant will investigate and document all potential funding sources available to the District for use in completing the Facilities Master Plan. These sources include eligibility for State Reimbursements under various programs. All recommendations will comply with the Town's Charter and fiscal guidelines.

Joint Use Agreements and Partnerships:

The consultant will identify and suggest potential joint use agreements and community partnerships for the development of facilities and programs that will benefit the District and its students.

4. **ACCEPTANCES**

The Board will make determination of the acceptability of work. Work shall be completed in a responsive and professional manner and in accordance with the specifications.

5. **GENERAL TERMS AND CONDITIONS**

- a. Sealed proposals must be received by the time and date below. All proposers and other interested parties are invited to be present at the bid opening which will take place at the Greenwich, CT Board of Education building. All envelopes should be clearly marked:

MASTER PLAN FACILITIES CONSULTANT RFP

OPENING DATE: 10/11/16

OPENING TIME: 11:00 A.M.

RFP NUMBER: 2110-16

- b. Proposers are urged to read all documents carefully and fill out all information requested. Proposals, which are incomplete, obscure or conditional, and which contain irregularities of any kind, will be subject to rejection.
- c. Greenwich Public Schools reserves the right to reject any or all proposals or to accept any proposal, which appears to be in the best interest of the Board. Any proposal may be withdrawn prior to the opening time and date. Any proposal received after the time and date as specified will not be accepted.
- d. If Greenwich Public Schools deems it necessary, Greenwich Public Schools may postpone the date for the opening of the proposals by notifying each proposer by telephone, mail or the issuing of an addendum.

- e. Greenwich Public Schools shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish Greenwich Public Schools with information and data for this purpose as Greenwich Public Schools may request. The Board reserves the right to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy Greenwich Public Schools and the proposer is not deemed qualified to carry out properly the terms of the contract.
- f. Sealed Proposals are due at the Greenwich Public Schools Purchasing Department on date noted. NO proposals will be accepted after the date and time specified. Whether the proposal is sent by mail or commercial express services, the proposer shall be

responsible for actual delivery of the proposal to the Greenwich Public Schools before the deadline time. Proposals received after the deadline time will not be considered. Please clearly indicate proposal number on the lower left-hand corner of the envelope.

6. **QUESTIONS**

All questions must be directed to the Bid Department at: bid_department@greenwich.k12.ct.us. In the subject line of your e-mail, please put "RFP #2110-16 Master Plan Facilities" in the subject line of the email. All questions must be received no later than noon on October 4, 2016. All Answers will be posted as an addendum to our website, www.greenwichschools.org no later than noon on October 6, 2016. Failure to comply with these conditions will result in the proposer waiving his/her right to dispute the proposal specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

7. **TAX**

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public School system is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the proposal price.

- 8. The Bidder is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.

COLLUSION AMONG BIDDERS

More than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bidders will be rejected if there is any reason for believing that collusion exists among the bidders.

Participants in such collusion may not be considered in the future offers for the same work. Each bidder, by submitting a bid, certifies that it is not a part to any collusive action.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

The successful bidder will not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful bidder agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful bidder in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful bidder is an Equal Opportunity Employer. Employment discrimination by contractor prohibited.

Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulation shall, be deemed sufficient for the purpose of meeting the requirements of this section.

NON-COLLUSION AFFIDAVIT

**GREENWICH PUBLIC SCHOOLS
GREENWICH, CONNECTICUT**

State of _____:

County of _____: S.S.

I state that I am the _____ of _____
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid/RFP.

I state that:

- (1) The price(s) and amount of this bid/RFP have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.
- (2) Neither the price(s) nor the amount of this bid/rfp, and neither the approximate price(s) nor approximate amount of this bid/rfp, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before bid/rfp opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this bid/rfp, or to submit any intentionally high or noncompetitive bid/rfp or other form of complementary bid/rfp.
- (4) I fully understand that more than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/proposer is interested in more than one bid/rfp for the work contemplated may cause rejection of all bids/rfps in which the bidder/proposer is interested. Any or all bidders/proposers will be rejected if there is any reason for believing that collusion exists among the bidders/proposers. Participants in such collusion may not be considered in the future offers for the same work. Each bidder/proposer by submitting a bid/proposal certifies that it is not a part to any collusive action.
- (5) The bid/rfp of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.
- (6) _____ its affiliates, subsidiaries, officers,
(NAME OF MY FIRM)
directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows:
I state that _____ understands and acknowledges that
(NAME OF MY FIRM)

the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the bid/proposal for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of bids/proposals for this contract.

- (7) I agree to furnish and deliver all services on the date and time agreed on by _____ and the Greenwich Board of Education at

(NAME OF MY FIRM)

The time the purchase order is placed. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/proposer submits a bid/proposer on any item he/she will be responsible for delivering that item at the bid/proposal cost, in accordance with the attached above specifications, which were submitted with this bid/proposal and upon which the bid/proposal was made.

- (8) In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.
- (9) In submitting this bid/RFP, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of such contract.
- (10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.
- (11) The Greenwich Code of Ethics can be found at www.greenwichct.org
Code of Ethics stated as follows:

(2) **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which as a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town Officer shall mean and include any official, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies otherwise, for the use and benefit of the Town for a

valuable consideration, excepting the services of any person as a Town Officer.

(3) **GIFTS AND FAVORS.** No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

(4) **IMPROPER INFLUENCE.** No Town Officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

VENDOR INFORMATION. (Please print the following)

VENDOR NAME

ADDRESS

TELEPHONE

FAX #

E-MAIL

WEB SITE

PRINT NAME

TITLE

- (12) By signing this bid/proposal the bidder/proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Bidders/Proposers Employment Discrimination by the Contractor Prohibited.

SIGNATURE

SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR
THE COUNTY OF _____ AND THE STATE OF _____
THIS _____ DAY OF _____
_____, 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

TOTAL COST FOR SERVICES

\$ _____

REFERENCES

Please list up to five (5) school districts where your company has performed a these services in the past five (5) years.

1.

NAME AND ADDRESS

CONTACT PERSON AND TELEPHONE NUMBER

2.

NAME AND ADDRESS

CONTACT PERSON AND TELEPHONE NUMBER

3.

NAME AND ADDRESS

CONTACT PERSON AND TELEPHONE NUMBER

4.

NAME AND ADDRESS

CONTACT PERSON AND TELEPHONE NUMBER

5.

NAME AND ADDRESS

CONTACT PERSON AND TELEPHONE NUMBER

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- ☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
- ☒ 1. Commercial General Liability.
 - ☒ 2. Town as additional insured.
 - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- ☒ B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- ☒ C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- ☒ D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- ☒ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☐ F. Other (Builder's Risk, etc.): _____.
- ☒ G. CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: BOARD OF EDUCATION. (Also fill in on ACORD Certificate of Insurance)
290 Greenwich Avenue, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. **A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter **must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation. The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

(SAMPLE ENDORSEMENT LETTER)

AGENT/BROKER (LETTERHEAD)

(Date)

Eugene H. Watts, Senior Buyer
Purchasing Department
Town of Greenwich/Board of Education
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

Re:

Town of Greenwich/Board of Education / Contract #

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of [insert State] and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Sincerely,

Authorized Representative for all companies listed in the Acord form

<u>ACORD</u>		CERTIFICATE OF LIABILITY INSURANCE											
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.											
		INSUREERS AFFORDING COVERAGE											
INSURED		INSURER A:											
		INSURER B:											
		INSURER C:											
		INSURER D:											
		INSURER E:											
COVERAGES													
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY COMMERCIAL GENERAL <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLICABLE PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/>				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">STATU</td> <td style="width: 10%;">TORY</td> <td style="width: 10%;">LIMITS</td> <td style="width: 10%;">OTHER</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	STATU	TORY	LIMITS	OTHER				
STATU	TORY	LIMITS	OTHER										
	Professional Liability												
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The Town of Greenwich, CT and The Board of Education are listed as additional insured per Contract #													
CERTIFICATE HOLDER	X	ADDITIONAL INSURED; INSURER CANCELLATION LETTER: _____											

Certificate Holder: Town of Greenwich Board of Education 101 Field Point Road Greenwich, CT 06830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESENTATIVE
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THE FOLLOWING PAGES ARE A SAMPLE COPY OF THE
TOWN OF GREENWICH CONTRACT FOR YOUR
REVIEW. YOU MUST BE ABLE TO SIGN THIS
CONTRACT AND PROVIDE THE NECESSARY
INSURANCE.

**State of Connecticut
Town of Greenwich
Contract**

Town Department: Greenwich Public Schools

Contract No

Division:

Account Name:

Name and

Account Code

Address

Of

Total Amount

Contractor

of Contract:

This Agreement made this ____ day of **month, year** between Town of Greenwich hereafter called the Town and **COMPANY NAME** hereafter called the Contractor.

Witnessed as follows:

1. The contractor agrees to furnish materials and perform services as shown in specifications and contract documents hereto attached and made a part hereof, and consisting of numbered pages from 1 to .
2. The Town agrees to pay the price designated for such materials and services upon certification by the proper agent of the Town.
3. This contract shall not be valid until approved by the Town Counsel and countersigned by the Town Comptroller.

TOWN OF GREENWICH

By _____

Its Managing Director of Operations James F. Hricay

CONTRACTOR

By _____

Its

CORPORATE ACKNOWLEDGEMENT

STATE OF)

) ss:

COUNTY OF)

_____, 2016

Personally appeared _____ of _____

Name and title of Officer

Signer and sealer of the foregoing instrument, who being duly authorized and appointed by the Board of Directors of said Corporation, acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said _____, before me
(Corporation)

Notary Public

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT
(delete words in parenthesis if not a partnership)

STATE OF)

) ss:

COUNTY OF)

_____, 2016

Personally appeared _____, (one of the members of the partnership of _____,

Name and title of Officer

signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed (and the free act and deed of said partnership), before me

Notary Public

Approved as to legal sufficiency

Date _____

Town Counsel

I hereby certify that the estimated amount of this contract does not exceed the unencumbered balances of amounts duly appropriated and against which this contract is chargeable as indicated hereon.

Date _____

Comptroller

PERSONAL SERVICE CONTRACT

THIS AGREEMENT made and entered into this day of Two Thousand and Sixteen by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and **COMPANY.**, referred to as ("Contractor"), whose principal office is located at **COMPANY ADDRESS** acting herein by **NAME**, its **TITLE**, hereunto duly authorized.

WITNESSETH:

WHEREAS, the Town contemplates:

WHEREAS, the Town desires to retain the services of the Contractor to perform the following work:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

This agreement consists of:

Personal Service Contract form (pp.);

Exhibit A Insurance Requirements & Certificate of Insurance (pp.);

Other exhibit(s) yes entitled License & Endorsement (pp.);

Other exhibit(s) (yes) entitled waiver (pp.);

for a total number of numbered pages (hereinafter collectively referred to as "Contract")

3. Any conflict between this Contract and any invitation to bid, request for proposal, bid or response to request for proposal shall be resolved in favor of this Contract, with the exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.

4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

5. The service and work contemplated under this Contract shall be completed in full on or before June 30, 2017 with the option if agree by both parties to extend for the 2017/2018 schools years.

6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

7. It is the intent of this Contract to secure the personal services of the Contractor or a duly authorized and competent representative(s) of the Contractor acceptable to the Town. Failure of the Contractor for any reason to make the personal service of such a person available to the Town to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

8. The Contractor shall not assign this Contract without prior consent of the Town in writing.

9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefore, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

11. When the Town shall have reasonable grounds for believing that a) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or b) a meritorious claim exists or will exist against the Contractor or the Town arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.

12. The acceptance by the Contractor, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Town under the provisions of this Contract.

13. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer or employee of the Town in the execution or performance of this Contract against any such agent, officer or employee. The Contractor shall require each person supplying labor or materials to the Contractor to agree in writing to the Contractor not to make any claim against the Town, its officers, agents or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.

14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages

sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit A. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Town form that is included in the attached Exhibit A evidencing such coverage.

16. Contractor agrees to comply in every respect with applicable State and Town laws, regulations and ordinances.

17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

18. The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated at Greenwich, Connecticut,
This _____.

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By _____
James F. Hricay

Its _____ Managing Director of Operations

THE CONTRACTOR

By _____

Its _____

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016,
by _____
(name of person acknowledged)

Notary Public
My Commission Expires:

FOR A CORPORATION:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016 by _____
(name and title of officer/agent)
of _____ a _____
(name of corporation) (State or place of incorporation)

corporation, on behalf of the corporation.

Notary Public
My Commission Expires

FOR A PARTNERSHIP:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this
_____ day of _____ 2016,
by _____
(acknowledging partner or agent)
partner (or agent) on behalf of _____, a partnership.
(name of partnership)

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this
_____ day of _____ 2016,
by _____
(name and title of position)

Notary Public
My Commission Expires:

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- ☒ A. General Liability, with minimum coverages for combined bodily injury and general aggregate, \$1,000,000 per occurrence including:
- ☐ 1. Commercial General Liability.
 - ☒ 2. Town as additional insured.
 - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- ☒ B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability – or – a copy of your personal automobile insurance card.
- ☐ C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- ☒ D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes. If you are a "Sole Source," please sign (and have notarized), the attached Workmen's Compensation Release form.
- ☒ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☐ F. Other (Builder's Risk, etc.): _____.
- ☒ G. CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: BOARD OF EDUCATION. (Also fill in on ACORD Certificate of Insurance)
290 Greenwich Avenue, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. **A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

(SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Eugene H. Watts, Senior Buyer
Purchasing Department
Town of Greenwich/Board of Education
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

Re: Town of Greenwich/Board of Education / Contract #

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (6) I am a duly licensed insurance agent under the laws of the State of [insert State] and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (7) The Town of Greenwich has been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];
- (8) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (9) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSUREERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS		
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)		
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG		
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE AGGREGATE _____ _____ _____		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU- TORY LIMITS</td> <td>OTHER</td> </tr> </table> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WC STATU- TORY LIMITS	OTHER
WC STATU- TORY LIMITS	OTHER						
	Professional Liability						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Town of Greenwich/Board of Education are listed as additional insured for Contract #

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Certificate Holder: Town of Greenwich Board of Education 101 Field Point Road Greenwich, CT 06830		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESETNATIVE